



June 20, 2013

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC

Filed Electronically

Dear Secretary Dortch,

RE: WT Docket No. 13-85

I am submitting this comment in strong **OPPOSITION** to the application for assignment of the licenses and I am, respectfully, advocating the **DENIAL** by the Commission of the assignment of the licenses under “*Second Thursday*” doctrine to Choctaw Holdings, LLC.

I am an Angel Investor and founding partner of Voyent Partners, LLC in Brentwood, Tennessee and am listed in the Verification of Creditor Matrix and the List of Equity Security Partners as filed by Maritime Communications/Land Mobile, LLC (MCLM – Maritime) in the recent bankruptcy case.

As a creditor of MCLM and, more specifically, Donald R. DePriest, as personal guarantor of MCLM, I have been following the progress of the MCLM proceedings at the FCC with interest for the past several years.

Additionally, I have written on two occasions to Sammye S. Tharp, Esquire; United States Trustee, Region 5 United States Department of Justice, Jackson, Mississippi during the recent bankruptcy proceedings of MCLM to state my concern about MCLM.

In reviewing the sworn Deposition of Sandra DePriest, President of MCLM, as taken in Aberdeen, Mississippi on Friday, September 23, 2011 before the U.S. Trustee Representative and various creditors at the Creditors Meeting involving the above-mentioned bankruptcy proceedings of MCLM and reviewing the list of Equity Security Partners and Sandra DePriest’s Deposition I learned I am listed as a 2% owner of MC/LM. I have never been advised at any time by MCLM of an ownership position.

I loaned D. DePriest \$400,000.00 on November 2, 2005 for a period of five (5) months to assist in the purchase of Critical RF. I have never met nor do I know Sandra DePriest.

The loan was to be repaid in full on March 1, 2006 by D. DePriest from the proceeds of the anticipated and imminent sale of MCT Corp that he had discussed with me and was being negotiated by D. DePriest.

D. DePriest served as Chairman of MCT Corp and owned one million shares of MCT Corp. I am aware that DePriest has repeatedly declared his non-active role in MCT Corp. At the time of my loan DePriest had been and continued to be a very active chairman and it was on that basis that I loaned him the funds to buy Critical RF.

MCT Corp. was sold in July, 2007 for \$300 million at a stock price of approximately \$19.00, per share, which would have produced approximately \$19 million for DePriest. However, my loan was not paid by D. DePriest, as agreed, despite repeated assurances of repayment by D. DePriest.

After more than two years following the maturity of the note and one year following the sale of MCT Corp in 2007, I filed a lawsuit in the Circuit Court of Lowndes County Mississippi (Case #2008-0079-CV1) on May 15, 2008 to collect the debt. I have received approximately \$250,000.00 in part payment to date and no legal expenses recovered.

In her Deposition, Sandra DePriest described the lawsuit that I filed against Donald DePriest and stated that my two percent interest "*that's listed in the list of equity security holders*" is disputed and is the "*basis of the dispute.*" Sandra DePriest continued: "*It's more like an internal issue.*"

With respect, Sandra DePriest's statements in her Deposition concerning my relationship with Maritime are completely without merit.

The **sole** basis of my lawsuit against DePriest was the default of my November, 2005 loan to Donald DePriest and was totally unrelated to my alleged 2% equity in Maritime that had never been disclosed to me until the filing of the MCLM bankruptcy.

It appeared that my loan to DePriest had become the liability of MCLM.

At no time, during my discussions with D. DePriest and prior to making the loan to DePriest and, subsequently, did I ever discuss the existence or the nature of MCLM's business with Sandra DePriest, the alleged President of MCLM.

My entire dealings prior to the receipt of the note were with Donald DePriest, exclusively. It was not until I received the executed note in the name of Maritime that I became aware of MCLM.

The proceeds of my loan to DePriest were for the express and stated purpose by D. DePriest to allow D. DePriest to purchase Critical RF, a state of the art VOIP company in Florida, owned by Stephen Calabrese.

It was not until 2011 that I learned that DePriest actually only paid \$1,000.00 in March, 2006 to Calabrese for Critical RF as evidenced by the contract between DePriest and Critical RF.

DePriest had totally misrepresented the purpose of the loan to me that now appears to be Enronesque in nature and has left \$399,000.00 strangely unaccounted for to this date.

On June 3, 2010, slightly more than one year before Maritime filed its Chapter 11 petition, Donald DePriest supplied answers to a series of Interrogatories relating to my lawsuit.

A review of the Answers and Responses to my Post-Judgment Interrogatories and Requests for Production of Documents reveals several important facts.¹

The answers were stipulated to be as of the date of the judgment against D. DePriest in my case which was November 3, 2008.

At the time of Donald DePriest's responses (June 3, 2010) and since November, 2008:

- DePriest was not employed (page 1)
- DePriest did not receive a paycheck and "earnings since November, 2009 are minimal" (page 2)
- DePriest owed in excess of \$16.1 million (pages 7-9)
- DePriest owned 10% of Southeastern Commercial Financial, LLC (page 11)
- DePriest had unsatisfied judgments in excess of \$12.2 million that included a Judgment in favor of Oliver Phillips in the amount of \$9.1 million (page 21)

In short, DePriest had an admitted combined total of debt and judgments of more than \$28.3 million with "minimal income" and no paycheck.

The debt service on the disclosed total DePriest owed at the time of his Response which was \$16.1 million would be estimated to be in excess of \$800,000.00, per year, at a conservative interest rate of 5%

However, by DePriest's own admission there does not appear to be any source of income to meet the obligations as listed by DePriest.

¹ June 3, 2010 – Circuit Court of Lowndes County, Mississippi – Fred C. Goad vs Donald R. DePriest and Maritime Communications/Land Mobile, LLC – Case #2008-0079-CVI - Defendant, Donald R. DePriest's Answers and Responses to Plaintiff's Post Judgment Interrogatories and Requests for Production of Documents -

In short, in mid-2010 Donald DePriest appeared to be insolvent at the time of the judgment in my case.

From the facts that emerged from D. DePriest's sworn Deposition in my case it appeared that D. DePriest used Maritime as a vehicle to borrow money while limiting his financial exposure and liability as a result of D. DePriest's declared non-ownership of Maritime.

The alleged "sole" ownership of Maritime by Sandra DePriest appeared to create a legal barrier for personal liabilities and judgments incurred by Donald DePriest in his previous business dealings and it is in that context that I am writing to you at this time.

I have obtained copies of a series of notes and related documentation of other creditors involved in the Maritime bankruptcy that would appear to confirm my conclusion of DePriest's use of Maritime as a source of funds.²

As an investor with over thirty years experience, it is difficult to understand the business practice of a company that would consider the negotiation and acceptance of the terms of a series of short term loans totaling \$475,000.00 by the husband/manager/guarantor (who is insolvent) at a rate of 25% PA each with six month maturities thereby encumbering the company with an expense of more than \$9,000.00, per month, or \$118,000.00, per year, other than an extreme emergency or **the anticipation of an imminent, huge windfall.**

It should be noted that six weeks prior to the arrangement of afore-mentioned loans by DePriest the IRS had filed a Notice of Federal Tax Lien against Donald R. DePriest on February 11, 2009, for the tax periods from March 2005 through June 30, 2007 covering unpaid withholding taxes for that period in the amount of **\$1,122,850.18**. DePriest was serving on the Board of the Tennessee Valley Authority following his appointment by President Bush at the time of the filing of the lien.

The Statement of Financial Affairs filed on September 7, 2011 in the MCLM bankruptcy case states that Maritime received \$1,018,912.39 in 2009 in gross income from spectrum sales and leases.

² - On March 10, 2009 **Retzer Resources, Inc.** loaned Maritime \$200,000.00 @ 25%, PA due on August 31, 2009 **with the personal guaranty of DePriest**
- On March 26, 2009 **Michael P. Dunn** loaned Maritime \$50,000.00 @ 25% PA due on September 26, 2009 **with the personal guaranty of DePriest** - (Claim 78)
- On March 26, 2009 **Douglas Sellers** loaned Maritime \$25,000.00 @ 25%, PA due on September 26, 2009 **with the personal guaranty of DePriest** - (Claim 79)
- On March 26, 2009 **Sexton, Inc.** loaned Maritime \$200,000.00 (subsequently amended and Restated) @ 25% PA due on December 15, 2009 **with the personal guaranty of DePriest.** ²

This income would bring into question the need for Maritime to negotiate additional short term loans with 6 month maturities totaling \$475,000.00 at the excessive rate of 25% in the same year. The defaulted amount of the four above-mentioned notes now stands at more than \$767,700.00 and appears to have become the liability of Maritime.

The real use of the proceeds of these loans appeared to coincide with the filing of the IRS lien against DePriest and the urgent need for D. DePriest to raise funds to pay the IRS.

Additionally, on November 30, 2011, a Proof of Claim in the Maritime case was filed in the Bankruptcy Court by Oliver Phillips in the amount of \$6,500.00.00 supported by a Contract and Settlement Agreement between Oliver L. Phillips and Donald R. DePriest (undated). (Claim 66-1).

A review of the D. DePriest's Response to the Interrogatories put forth in my case dated June 3, 2010 lists a Judgment in favor of Oliver Phillips in the amount of \$9,133,230.00 and is referenced in the Contract and Settlement Agreement submitted to the Bankruptcy Court.

The trial that took place in May, 2009 involving Oliver Phillips and the referenced judgment was the result of breached contracts and defaulted notes involving MCT Corp. and other related DePriest companies prior to the formation of Maritime and had no connection whatsoever with S. DePriest's Maritime.

A review of the Judgment issued on June 30, 2009 by Chancellor Kenneth Burns in favor of Oliver Phillips does not contain any mention of Maritime.

Following the judgment in favor of Phillips, DePriest sought to stay the execution of the judgment claiming imminent personal bankruptcy and appealing to the Supreme Court of Mississippi to grant a Stay of Execution of the judgment. The claim of imminent bankruptcy by DePriest to the Court would appear to confirm the assertion of DePriest's insolvency.

After almost 2½ years following the trial between Phillips and DePriest and the Court ordered judgment against DePriest in the amount of \$9.1 million and the threat of execution of the judgment by Phillips it appears that Phillips and DePriest have reached a **Settlement Agreement** (undated) to pay Phillips \$6.5 million.

Phillips' claim against Donald DePriest in the amount of \$9.1 million that had been dormant for two years has suddenly emerged into an obligation of Maritime (Sandra DePriest) in the bankruptcy proceeding at a 38% reduction for an amount of \$6.5 million.

It appears as though the numerous claims that Phillips had against DePriest that were the basis of the trial in May, 2009 that resulted from previous dealings between the two individuals and had nothing to do with Maritime and that resulted in the \$9.1 million judgment in June, 2009 have been settled by Phillips for a 37% discount and the assumption of a \$6.5 million creditor position in Maritime in November, 2011.

The Settlement Agreement reduces Phillips' claim from \$9.1 million to \$6.5 million, a reduction of \$2.6 million or 28% and omits the loss of interest on the judgment principal for 2½ years.

The claim of interest which was granted in the Judgment would have added an additional \$1,365,000.00 at a nominal rate of 6% PA to Phillips's claim for a total of \$10,465,000.00 and a true judgment reduction of more than 37%.

Attached to the Settlement Agreement is a **Lump Sum Payment Schedule** that appears to permit a discount to DePriest if payment under the Agreement is made prior to certain stipulated dates, the first payment date being **June 30, 2010**, and then in six month intervals thereafter with the final payment being due on December 31, 2012.

The existence and dates of the Lump Sum Payment Schedule would appear to indicate that the Agreement was negotiated between Phillips and DePriest sometime **before** June 30, 2010 and appeared to anticipate a major liquidity event within two years or two and a half years from the date of execution of the Agreement prior to June 30, 2010 in order to permit timely settlement of the Agreement.

Evidently, the liquidity event has not occurred as of the date of filing the Agreement on November 28, 2011.

It is noteworthy that Oliver Phillips and the Agreement are not listed in the Maritime Chapter 11 Bankruptcy hearings as a Creditor in the initial **Verification of Creditor Matrix** (filed August 15, 2011), the **List of Creditors Holding 20 Largest Unsecured Claims** (filed August 17, 2011) or **Creditors Holding Secured Claims** (filed November 15, 2011)

DePriest's substantial personal financial Court ordered judgment in favor of Phillips that DePriest had claimed in an appeal to the Supreme Court of Mississippi in October, 2009 would push him into personal bankruptcy if executed by Phillips has suddenly morphed 2½ years later into an obligation of Maritime in 2011 and substantially dilutes Maritime's ability to pay its creditors.

It appears as though DePriest has been able to create a multi-million dollar obligation of Maritime that was previously undisclosed and that had been D. DePriest's Court ordered personal liability resulting from breached contracts and defaulted notes involving MCT Corp. and previous business dealings of DePriest not MC/LM.

The ability of DePriest to execute the Settlement Agreement prior to June 30, 2010 with Phillips would appear to confirm that DePriest's position in MCLM was substantially more than as an unpaid consultant with no compensation and no ownership in Maritime as stated, under oath, by Sandra DePriest in her deposition in Bankruptcy Court.³

³ Transcript of Sandra DePriest; September 23, 2011; United States Bankruptcy Court for the Northern District of Mississippi in the case of Maritime Communications/Land Mobile, LLC

A review of the Settlement Agreement also includes the agreement by DePriest to transfer to Phillips 387,780 shares of **MariTel, Inc.**, an FCC licensee with operations in the Mid and Northern Atlantic, Mississippi River, Great Lakes, Northern and Southern Pacific, Alaska and Hawaii.

In the Settlement Agreement DePriest *“further agrees to execute any and all documents necessary to effectuate said transfer and delivery of those Maritel, Inc. shares simultaneously with the execution of this agreement.*

DePriest further agrees to execute the assignment of Maritel, Inc. shares attached hereto as Exhibit D, and in the event any other documents necessary to effectuate the transfer and delivery of the MariTel, Inc. shares on the corporate books are not available on the date of this agreement, DePriest agrees to provide those documents and/or the information necessary to obtain those documents to Phillips within thirty (30) days of the execution hereof.”*

However, a review of FCC filings currently lists DePriest’s ownership in MariTel, Inc at 24.24% and there is no mention of the transfer of stock ownership to Phillips as evidenced by the Agreement and despite the agreed undertaking by DePriest to *“...effectuate the transfer and delivery of the MariTel, Inc. shares on the corporate books...”*

The continued existence of the MariTel, Inc. shares in DePriest’s name from March 10, 2010 also would appear to have been a misrepresentation of the facts to the U.S. Bankruptcy Court.

However, Section 310(d) of the FCC Rules states:

“No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.”

It would appear that DePriest violated FCC rules in undertaking an agreement with the transfer of his interest in MariTel, Inc to Phillips without application to the Commission which would also appear to be a misrepresentation of the facts to the U.S. Bankruptcy Court.

Effectively, DePriest has attempted to settle Phillips’ judgment by transferring his personal liability to Maritime’s corporate bankruptcy settlement in order to avoid Phillips’ execution of the 2009 judgment.

The settlement of the Phillips' claim would be, in essence, appear to be another transference of the outstanding and unsatisfied personal liability of DePriest to the corporate liability of MCLM, a company that has no admitted connection to DePriest other than a management contract with no compensation (Sandra DePriest's Deposition, pages 28-29).

Additionally, the listing of DePriest's claim of an Unsecured Non-Priority Claim in the amount \$3,950,000.00 as listed on Schedule F of the Chapter 11 Bankruptcy petition dated September 7, 2011 is confusing.

It is difficult to determine the source of the funds that comprise this "Unsecured" claim by DePriest as all disclosed assets appear to be pledged as collateral on various loans thereby eliminating any equity.

As DePriest stated previously in his response to the Interrogatories in my case one year earlier and referenced above that: (1) he was not employed and (2) he did not receive a paycheck and (3) his "earnings since November, 2009 are minimal."

S. DePriest's Deposition further confirmed that her husband, Donald, received no remuneration for his management consultancy services at Maritime.

The confirmation by DePriest of numerous unsatisfied judgments totaling more than \$12 million would appear to confirm DePriest's inability to satisfy his court ordered obligations as a result of "minimal income" much less the ability to invest almost \$4 million in his wife's company and circumvent court awarded judgments between June, 2010 and November, 2011.

Absent an identified and confirmed source of funds it is as though DePriest has capitalized a portion of the defaulted loans that bear his personal guaranty and were borrowed in the name of Maritime to create a claim by DePriest in the MCLM reorganization Chapter 11 plan and settlement.

As a creditor and alleged 2% equity owner of Maritime according to the documents filed with the bankruptcy Court it is in the respective interests of creditors to see that legitimate claims that are filed against MCLM are for the benefit of legitimate creditors of Maritime and not the possible debt of DePriest.

It is my firm belief that the proceeds of my loan were used for purposes other than the purchase of Critical RF. DePriest did not intend to repay my loan from the sale of MCT in 2007. The entire transaction appears to be a Ponzi scheme whereby the proceeds were used for purposes different than originally stated and that DePriest coordinated the strategy to conclude the transaction and leverage Critical RF to borrow additional money.

It appears that Donald DePriest used whatever means available to him at the time in order to achieve his primary objective of raising money to offset his substantial liabilities.

By intentionally placing his wife, S. DePriest, as owner of MCLM, DePriest avoided the possible attachment of his wife's assets in settlement of a judgment and permits any profits earned by MCLM to go to S. DePriest and not to her husband.

Following the bankruptcy of MCLM in August, 2011 and the immediate invocation of "*Second Thursday*" doctrine to permit the assignment of the MC/LM licenses without interruption, it is apparent that various creditors of MC/LM did not perform the necessary due diligence to determine the financial viability of MC/LM.

The ability of D. DePriest to blatantly misrepresent the purpose of my loan is an indication of the character of the individual.

An applicant's misconduct as it might relate to its willfulness, its repetitiveness and its recency would seem to be the best indicators of future performance. It would seem that the three aforementioned factors would be able to be determined without ambiguity or confusion. Basically, "*what you have seen is what you are going to get*" could be the overriding result of the examination of the three factors.

Therefore, it is in the context of the examination of Donald DePriest's recent business activities that a pattern of behavior by D. DePriest emerges that would appear to reveal future behavior.

The ability of Donald DePriest to negotiate loans with individuals/companies for an allegedly creditworthy company that is allegedly owned by his wife and that Donald DePriest guaranties as an insolvent guarantor appears to be strategic planning by Donald and Sandra DePriest to leverage assets of the U.S. government for personal benefit and circumvent Court judgments for unpaid debt.

The sole resolution to Donald DePriest's large, unsatisfied financial obligations that increase daily is the much needed success of Maritime. Donald DePriest's legally established non-relationship with Maritime would appear to be the intentional circumvention of personal liability by Donald DePriest, conspiracy between spouses and fraudulent in intent.

MCLM has all the appearances of a shell company that was formed to salvage the admitted financial problems of Donald DePriest at the expense of the FCC and the US taxpayer. It is, therefore, hard to believe that those who chose to be identified as "innocent creditors" are, in fact, innocent creditors.

I acknowledge that my comments relate in large part to the bankruptcy proceedings in another jurisdiction. However, central to the situation is the motivation and character of the individuals involved before the FCC, Donald and Sandra DePriest.

As a creditor, it is my desire to see that the issues are resolved fairly and justly and not influenced by the creation of a false facade of innocence under the doctrine of "*Second Thursday*."

I accept responsibility for poor judgment in extending credit to Donald DePriest and do not wish to hide behind a claim of “innocent creditor” in an attempt to be repaid. My failure to investigate Donald DePriest and his manipulative financial history of default and breached contracts is my fault and mine alone.

Both investors in Choctaw Holdings, LLC, the heir apparent to MCLM, comprised of Lucius Burch and Pat Trammell who are long time close personal and business associates of D. DePriest and have millions of dollars at stake in the proposed assignment as investors not operators, cannot be unaware of the basis of the formation and purpose of MCLM.

There can be no means to assure the public taxpayer or the FCC that D. DePriest will not benefit financially from the assignment of the licenses to Choctaw in some manner.

The undertaking by Donald and Sandra DePriest to not benefit from the assignment of licenses to Choctaw is valueless. I speak from experience.

The elimination of millions in direct and indirect debt by assigning the MCLM licenses to the largest creditors is itself a benefit of immeasurable benefit.

Therefore, it is with respect, that I request that the FCC **DENY** the assignment of the MCLM licenses to Choctaw Holdings, LLC. and allow me to pursue Donald DePriest, personally, without the remedy of Choctaw to settle DePriest’s debt and the implementation of the “*Second Thursday*” doctrine.

Respectfully submitted,



Fred Goad

Voyent Partners